Lease.

Alfred C. Hersey

to

The Adams & Westlake

Manufacturing Co.

Expired

This indenture made the twenty-fifth day of August in the year of our Lord, eighteen hundred and eighty-one by and between Alfred C. Hersey of Hingham in the County of Plymouth and Commonwealth of Massachusetts, party of the first part, and The Adams & Westlake Manufacturing Company, a corporation duly established under the Laws of the State of Michigan, having their principal place of business at Chicago in the State of Illinois, and having a usual place of business in Boston in the County of Suffolk and Commonwealth aforesaid, party of the second part.

Witnesseth, That in consideration of the covenants herein contained on the part of the said party of the second part and its successors and assigns to be kept and performed, the said party of the first part doth hereby grant, demise and lease unto the said The Adams and Westlake Manufacturing Company, party of the second part, the lower or ground story and cellar of the store on Summer Street in Boston, Massachusetts, now numbered Forty-five (45) and

the yard in the rear of said store belonging to the said Lessor, together with the right to use in common with the other occupants of said store the hoisting apparatus in said store, and the right to pass and repass and convey merchandise in common with said other occupants of said store to and from Chauncy Street through the passage-way situated in the rear of store.

To have and to hold the lower story, cellar, yard and other premises hereby demised with the rights, easements and appurtenances thereto belonging unto the said party of the second part and its successors and assigns from and including the first day of September A.D. 1881 during the full term of three years thence next ensuing.

Yielding and paying (except only in case of fire or other casualty as hereinafter is mentioned) rent at the rate of Twenty-seven Hundred and Fifty Dollars per annum, to be paid in equal monthly instalments of Two Hundred Twenty-nine Dollars and sixteen and two thirds cents (#229.16 2/3)

each for each and every month during said term and at that rate for any fraction of a month not completed at the legal termination of said term and for such further time as the said Lessees or any other person or persons claiming under them shall hold the premises hereby demised or any part thereof, the first payment thereof to be made on the first day of October A.D. 1881.

And the said Lessees for themselves and their successors and assigns hereby covenant and agree with the said Lessor, his heirs, representatives, that they will during the said term and for such further time as they or any other person or persons claiming under them shall hold said premises or any part thereof, pay unto the said Lessor, his heirs, representatives or assigns the said monthly rent as aforesaid (except only in case of fire or other casualty as hereinafter mentioned;)

And also will keep all and singular the said premises in such repair as the same are in at the commencement of said term or may be put in by the said Lessor or his heirs, repre-

sentatives or assigns, during the continuance thereof, reasonableness and wearing thereof and damage by accidental fire or other inevitable accidents excepted, and will restore said premises to the Lessor with the glass in the several windows thereof in the condition it now is, and further that they will defray their proportionate part of all the expenses of keeping the drains, privy and cesspool in the condition they now are, such proportion being the same as in the case of taxes, and that they will pay all expenses connected with the use of the bocilitate water on the demised premises, and all loss or damage to or sustained by the said Lessor or his property caused by such water coming from any of the water pipes or other water apparatus on the demised premises, unless shown to result from the fault of the Lessor or some original defect in the water pipes or the water apparatus in said store, and will make no claim on the Lessor for damages to property on the demised premises caused in any way by water but agrees

that said Lessor shall in no event be liable to said Lessees or any person or persons claiming under them for any such damage.

And the said Lessees further covenant and agree with and to the said Lessor his heirs, representatives, that they or others having their estate in said premises will not assign this lease or underlet the whole or any part of the said premises nor permit any other person or persons to occupy the same nor suffer any waste thereof, nor make nor allow to be made any use thereof except for a store for the sale of hardware specialties and that no alterations or additions shall be made during the term aforesaid in or to the same without the consent of the said Lessor or those having his estate in said premises being first obtained in writing allowing thereof; said Lessees shall have the right to put in at their own expense all fixtures necessary or convenient for the transaction of their business with power to remove the same, provided that said store shall not in any way be injured by the putting in or removal of such fixtures and that any

injury so caused shall be repaired by said Lessee at their expense, and that no fixtures, erections or additions now on said premises or at any time put in by said Lessor shall be removed by said Lessee or by any person or persons claiming under them.

And also that it shall be lawful for the said Lessor and those having his estate in said premises at reasonable times to enter into and upon the same to examine the condition thereof, and to make such repairs as he or they may deem expedient, and further that they the said Lessee and their successors and assigns shall and will at the expiration of said term or other termination of the Lessee's estate in said premises peaceably yield and give up unto the said Lessor, or those having his estate therein all and singular the premises and all fixtures and future erections and additions to or upon the same in good tenantable repair in all respects, except as aforesaid; reasonable wearing and use thereof, and damage by accidental fire or other inevitable casual-

tee excepted.

Provided always and these presents are upon the condition that if the Lessee or their successors or assigns do or shall neglect or fail to perform and observe any or either of the above covenants hereinbefore contained which on their part are to be performed, or in case the said Lessee, their successors or assigns shall be declared bankrupt or insolvent under any law of said Commonwealth or of the United States or of any state thereof or any assignment shall be made of their property for the benefit of creditors or said term shall be seized on execution or sold thereon or taken from said Lessee or those having their estate in the premises by any legal process or by operation of law, the said Lessor or those having his estate in the said premises lawfully may immediately or at any time thereafter and whilst such neglect or default continues or at any time after such declaration of bankruptcy or insolvency or after any such assignment, seizure, sale or taking and without further notice or demand enter into or upon said premises and repossess the same as of his or their

former estate and expel the said Lessee and those claiming under them and remove their effects (forcibly if necessary) without prejudice to any remedies which might otherwise be used for arrears of rent or for any loss that may arise on reletting said estate or any preceding breach of covenant; and upon such entry the said term shall cease and be ended and this Indenture and the tenancy thereunder be determined.

And provided also, that in case the said premises or any part thereof shall during said term be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use and occupation, then and in such case the rent hereinbefore reserved or a just and proportionate part thereof according to the nature and extent of the injury sustained, shall be suspended or abated until the said premises shall have been put in proper condition for use and occupation by the said Lessor or these presents shall be thereby determined at the election of the said Lessor or his heirs, representatives

or assigns. And the said Lessor covenants and agrees with the said Lessee and their successors and assigns, that they paying the rent aforesaid and performing the covenants herein contained, on their part to be paid and performed, shall peaceably hold and enjoy the said demised premises without hindrance or interruption by the said Lessor or any other person or persons whomsoever claiming under him.

In witness whereof, the said parties of the first and second parts have hereunto interchangeably set their hands and seals the day and year first above written.

Signed, sealed
and delivered
in presence of The Allen Manufacturing Co.
by J. Murray Allen
Pres.

Wm. L. Campbell
Witness to
A. & W. Signatures

Addison Seward
Witness to A. C. H.

Alfred C. Hosey